

**IN RE: HUSAM M. AZZAM
BANKRUPTCY CASE NO. 07 – 16591 – RS**

**EXHIBIT A TO APPLICATION BY DEBTOR, HUSAM M. AZZAM, TO RETAIN
SCOTT KENTON AND RE/MAX DESTINY AS REAL ESTATE BROKER**



**AGREEMENT FOR EXCLUSIVE RIGHT TO SELL
With Consent to Designated Agency**

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DATE: _____

Concerning the Property Located At: _____

Description: _____

Listing Price \$ _____

County: _____

Tax Id. _____ Book: _____ Page (if Registered Land): _____ Cert. Num.: _____

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller hereby gives to the undersigned Broker the sole and exclusive right to sell the said property for the price and on the terms and conditions herein set forth.

1. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with the price, terms, and conditions of this Agreement.
2. RE/MAX Destiny believes it to be in the Seller's best interest to fully cooperate with all agency relationships including sub-agency and facilitation in order to avoid limiting the prospective buyer pool and derive the highest and best price and terms. Full cooperation means splitting the commission with all firms regardless of chosen agency practice.
3. The Broker is granted the sole authority to: *(Check as applicable)*
 - ☐ A) Advertise the property in Multiple Listing Service and other listing services;
 - ☐ B) Post "For Sale" signs on the property;
 - ☐ C) Offer compensation to buyer agents;
 - ☐ D) Cooperate and compensate Subagents;
 - ☐ E) Cooperate and compensate non-agent Facilitators.

NOTE: Regardless of how compensated, buyer agents represent the interest of buyers, not sellers.
NOTE: Subagents represent the interest of the sellers, however, as agents of the seller, the seller may be held vicariously liable for the acts of the subagents.
Vicarious liability is the potential for a seller to be held liable for a misrepresentation or an act or omission of the subagent and in checking the box above and initialing below, the seller(s) authorize the Broker to offer sub-agency to brokers and salespersons affiliated with other firms.
4. The Seller agrees:
 - a. To refer all inquiries and offers for the purchase of said property to the Broker;
 - b. To cooperate with the Broker in every reasonable way;
 - c. To pay the Broker a fee for professional services of _____ if:
 - (1) A Buyer is procured ready, willing, and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this Agreement, or such other price, terms and conditions as shall be acceptable to the Seller, whether or not the transaction proceeds; or
 - (2) The said property, or any part thereof, is sold through the efforts of anyone including the Seller; or
 - (3) The said property, or any part thereof, is sold within 60 days after the term of this Agreement to anyone who was introduced to the said property through the efforts of the Broker or his agents prior to the expiration of said term. However, no fee will be payable under this clause if the said property is sold after said term with the participation of a licensed broker to whom the Seller is obligated to pay a fee under the terms of a subsequent written exclusive agreement.

Once an offer has been accepted in writing and a transaction is pending, the Broker shall have no obligation to market the property or present further offers to the Seller unless otherwise agreed in writing.

5. The Seller understands and agrees that the property will be marketed in compliance with all acceptable fair housing law.



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6. In order to introduce the property to other brokers and solicit their assistance in procuring a buyer, the Broker may arrange to have this listing distributed through any multiple listing service ("MLS") to which the Broker has access. Any data regarding the property submitted by the Broker to an MLS should be verified by the Seller. Such data, together with any other information provided to or obtained by the Broker with respect to the property, may be disclosed to prospective buyers and other brokers. The Seller expressly authorizes the Broker to advertise the property in the MLS and offer compensation to other firms as detailed in Paragraph II.
7. The period of this Agreement shall be from 10/23, 2007 to and including 4/30, 2007.
8. The Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form. The Broker has explained the firm's policy regarding agency relationships. The Seller, in signing this Agreement **CONSENTS TO DESIGNATED AGENCY**.

A designated agent is a licensee, broker or salesperson, who has been appointed by a Broker to represent the seller or the buyer. The agent has explained and the Seller is advised that (a) the Designated Seller's Agent(s), identified below, will represent the Seller and will owe the Seller the duties of loyalty, full disclosure, confidentiality, to account for funds, reasonable care and obedience to lawful instruction; (b) all other licensees affiliated with the appointing Broker will not represent the Seller nor will they have the other duties specified herein to you as Seller and may be appointed to represent a potential purchaser of the Property and (c) if the designated agents affiliated with the same Broker represent the Seller and purchaser in a transaction, the appointing Broker shall be a dual agent and neutral as to any conflicting interests of the seller and the purchaser, but will continue to owe the seller and the purchaser the duties of confidentiality of material information and to account for funds while the Designated Seller's Agent and the Designated Buyer's Agent will individually advocate for their respective client. In the event another agent affiliated with the Broker is a designated agent for the buyer, the Seller shall receive written notice.

ACKNOWLEDGMENT

I acknowledge and agree that SCOTT KENTON [insert name of licensee(s)] is authorized to represent me as a Designated Agent(s). I hereby consent to Designated Agency.

Additional terms and conditions:

This agreement is subject to the provisions of the attached Rider A

The Seller(s) and the Broker have hereunto set their hands and seals as of the 23 day of OCTOBER, 2007.

By SCOTT KENTON
RE/MAX Destiny
Its [Signature]
Title (dufy-authorized)

[Signature]
Seller
Seller (or Spouse)

Under the Code of Ethics and Standards of Practice of the National Association of REALTORS®, any REALTOR® entering into a listing contract must advise the SELLER of:

The Realtor's® company policies regarding cooperation with, and the amount of any compensation that will be offered to, subagents, Buyer Agents and/or facilitators acting in a legally recognized non-agency capacity;
The fact that Buyer Agents, even if compensated by the Listing Broker or by the SELLER, will represent the interests of BUYERS; And
any potential for the Listing Broker to act as a disclosed Dual Agent on behalf of the SELLER as well as the BUYER.

MASSACHUSETTS MANDATORY LICENSEE CONSUMER RELATIONSHIP DISCLOSURE

Consumer Information – This Is Not A Contract

This Disclosure is provided to you, the consumer, by the real estate agent listed on this form. Make sure you read both sides of this form. The reverse side contains a more detailed description of the different types of relationships available to you. This is not a contract.

THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. The licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent) and also can assist you as a facilitator.

CONSUMER INFORMATION AND RESPONSIBILITY:

Whether you are the buyer or seller you can choose to have the advice, assistance and representation of your own agent who works for you. **Do not assume that a real estate agent works solely for you unless you have an agreement for that relationship.** With your consent, licensees from the same firm may represent a buyer and seller in the same transaction. These agents are referred to as dual agents.

Also a buyer and seller may be represented by agents in the same real estate firm as designated agents. The "designated seller or buyer agent" is your sole representative. However where *both* the seller and buyer provide written consent to have a designated agent represent them then the agent making such designation becomes a "dual agent" for the buyer and seller. All real estate agents must, by law, present properties honestly and accurately. They must also disclose known material defects in the real estate.

The duties of a real estate agent do not relieve the consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real Estate agents do not have a duty to perform home, lead paint or insect inspections nor do they perform septic system, wetlands or environmental evaluations.

RELATIONSHIP OF REAL ESTATE LICENSEE WITH THE CONSUMER

(Check one) ☐ Seller's Agent ☐ Buyer's Agent ☐ Facilitator

Relationship with others affiliated with RE/MAX Destiny - License Number 9028136 – Designated Agency

Only the real estate agent(s) listed below represent the consumer named in this form (designated seller or buyer agency). In this situation any firm or business listed above and other agents affiliated with the firm or business do not represent you and may represent another party in your real estate transaction.

By signing below I, the real estate licensee, acknowledge that this disclosure has been provided timely to the consumer named herein.

(Signature of real estate agent)

(Printed name of real estate agent)

(License Number/Type)

(Today's Date)

By signing below I, the consumer, acknowledge that I have received and read the information in this disclosure.

(Signature of consumer)

(Printed name of consumer)

(Today's Date)

(Signature of consumer)

(Printed name of consumer)

(Today's Date)

☐ Check here if the consumer declines to sign this notice.

Rider A to
Agreement for Exclusive Right to Sell with Consent to Designated Agency

As further conditions to the preceding *Agreement for Exclusive Right to Sell with Consent to Designated Agency* (the "Listing Agreement"), each of Re/Max Destiny (the "Broker") and Husam M. Azzam agree as follows:

- (a) Any sale pursuant to the Listing Agreement shall be subject to the approval of the United States Bankruptcy Court for the District of Massachusetts (the "Court"), and Broker shall so inform each prospective purchaser;
- (b) The Broker shall be entitled to a five-percent (5%) commission on each sale with all such compensation and any expense reimbursement being subject to allowance by the Court upon appropriate application pursuant to Section 330 and 331 of the United States Bankruptcy Code (11 U.S.C. §101, *et seq.*) and any other compensation procedures established by the Court; and
- (c) Seller shall not be liable for damages arising from acts of Broker or subagents that constitute gross negligence or willful misconduct.

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